# EXHIBIT A

COMMONWEALTH	OF	MASSA	CHU	SETTS
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Superior Court Department of the Trial Court of the Commonwealth Civil Action

No.

D.A.P., LLP d/b/a Pinto Real Estate

Plaintiff (s)

Shell Oil Products Company, LLC and Shell Oil Co.

Defendant (s)

To the above-named Defendant: Shell Oil Co. \*

> You are hereby summoned and required to serve upon George F. Hailer Lawson & Weitzen, LLP plaintiff's attorney whose address is 88 Black Falcon Avenue, Suite 345, Boston, MA 02210 an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgement by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the SUPERIOR COURT Department of the Trial Court at WORCESTER either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13 (a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction of occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Esquire, at Worcester, the 30th Witness, Barbara J. Rouse, ....Ten......

Deputy Sheriff Suffolk County

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.

2. When more than one delendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to that particular defendant.

PLEASE CIRCLE TYPE OF ACTION INVOLVED: TORT - MOTOR VEHICLE TORT -CONTRACT EQUITABLE RELIEF — CH. 93A — MEDICAL MALPRACTICE — OTHER.

NOTICE TO DEFENDANT: You need not appear personally in court to answer the complaint, but il you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein AND also file the original in the Clerk's Office, Superior Court, Room 1008.

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COMMONWEALTH OF MASSACHUSETTS	Worcester, ss. Superior Court	No. 10-2679		D.A.P., LLP d/b/a Pinto Real EstatePlaintiff	>		Shell Oil Products Company, LLC and Shell Oil Co	ONOMERINA		(Mass. R, Civ. P. 4)		

### COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.	Superior Court Department Civil Action No.
D.A.P., LLP d/b/a PINTO REAL ESTATE )	
Plaintiff, )	RECEIVED
v. ) SHELL OIL PRODUCTS COMPANY, )	
LLC, and SHELL OIL CO., )	Legal Services US
Defendants.	

#### VERIFIED COMPLAINT AND JURY DEMAND

#### <u>Parties</u>

- D.A.P., LLP d/b/a Pinto Real Estate ("Pinto") is limited liability partnership organized under the laws of Massachusetts with a business address at 100 Medway Road, Milford, Massachusetts, 01757.
- Shell Oil Products Company, LLC, is a limited liability company duly organized under the laws of Delaware with a principal place of business at 910 Louisiana Street, Houston, Texas, 77002.
- Shell Oil Co. is a corporation duly organized under the laws of Delaware with a principal place of business at 910 Louisiana Street, Houston, Texas, 77002.
- Shell Oil Products Company, LLC, and Shell Oil Co., will hereafter be collectively referred to as ("Shell").

### Factual Background

- 5. Upon information and belief, prior to 1948, James Johnson, the Milford Coal Company, and Nicol and Mary Frabotta owned 31 Main Street, Milford, Massachusetts 01757 (the "Property"). In 1948, Nicol and Mary Frabotta transferred the Property to Henry and Alfred Iacovelli.
- In 1962, the Iacovellis transferred the Property to Shell Oil Co. See Iacovelli-Shell Deed, attached hereto as Exhibit A.
- Shell Oil Co. owned the Property until February 2, 1984, when it transferred it to DiNardi & Stoico Auto Sales, Inc. ("DiNardi").
- 8. Upon information and belief, Shell Oil Co. is a subsidiary of Shell.
- Upon information and belief, on January 24, 1992, the Town of Milford took
   the Property in a tax taking.
- On February 13, 1997, the Town of Milford transferred the Property to Pinto.
- 11. In May 1997, a petroleum release (the "Release") was discovered at the Property during an environmental assessment that Pinto had conducted in connection with acquiring the Property.
- 12. On July 31, 1997, following a groundwater sample exhibiting total petroleum hydrocarbons ("TPH") at concentrations in excess of the GW-2 reportable concentration standards, a Release Notification Form was submitted to the Massachusetts Department of Environmental Protection ("DEP").
- 13. DEP assigned a Release Tracking Number, RTN 2-11822 to the Property.
- 14. On September 15, 1997, DEP sent Pinto a Notice of Responsibility, indicating that Pinto was a potentially responsible party under the Massachusetts Oil and

- Hazardous Material Release Prevention, and Response Act, M.G.L. c. 21E. ("Chapter 21E").
- 15. Upon information and belief, Shell Oil Co. conducted operations at the Property as a service station prior to and during the 1950's. In 1962, Shell became both the owner and operator of the Property and continued to operate a service station thereon.
- 16. Throughout the period of Shell's ownership and operation at the Property, it owned and operated at least nine (9) underground storage tanks ("USTs").
- 17. In 1952, Shell sought a removal permit for four (4) 1,000 gallon underground storage tanks (the "Four Shell USTs"). See Shell Application for Permit, attached hereto as Exhibit B.
- 18. After Shell removed the Four Shell USTs in 1952, it continued to operate and own the Property until approximately 1983.
- 19. This second set of USTs present at the Property during Shell's operation consisted of five USTs, including two 4,000-gallon USTs, two 5,000 USTs, and one 550-gallon UST, which combined held approximately 9,550 gallons of gasoline and waste oil (the "Five Shell USTs").
- 20. The Five Shell USTs existed at the Property until Shell removed them in 1983. See "1983 Shell Application to Remove USTs," attached hereto as Exhibit C.
- 21. The Five Shell USTs were located in the eastern portion of the Property, which is where the Release occurred.

- 22. Chapter 21E was enacted in 1983, and therefore did not govern the removal of the Four Shell USTs in 1952. Additionally, the Five Shell USTs were removed in 1983 and accordingly, any release from those USTs was likely not reported to the Department of Environmental Protection ("DEP").
- 23. The Phase II Comprehensive Site Assessment and Phase III Identification, Evaluation, and Selection of Comprehensive Remedial Action Report, dated September 23, 2003, ("Phase II and III Report"), indicates that the groundwater at the Property ranges in depth from 5.78 to 10.09 feet. Robert Berger, Pinto's Licensed Site Professional, has stated that based on this groundwater depth, petroleum leaking from the nine Shell USTs likely entered into the groundwater and migrated throughout the Property.
- 24. Because the Property was used as a service station from the early 1930's until approximately 1983, one or all of the nine Shell USTs could have remained at the Property for at least fifty (50) years. The long lifespan of the USTs, which were physically located at the groundwater table, likely resulted in corrosion and damage to the tanks and piping, resulting in leaking. A leak over this lengthy time period would cause significant quantities of petroleum to be released.
- 25. The Four Shell USTs had an extremely high likelihood of corrosion because cathodic protection, which is a technique that is currently used to protect metal on USTs from corrosion, was unavailable in the early 1950's.

- 26. The Shell USTs were the only USTs at the Property that contained petroleum and were the source of contamination found at the Property. Groundwater samples contained TPH above the applicable Method I Standards.
- 27. In 1985, DiNardi installed three USTs at the Property, which consisted of a 500-gallon heat oil UST, a 500-gallon waste oil UST, and a 300-gallon motor oil UST, (the "DiNardi USTs"). The DiNardi USTs did not contain any gasoline or petroleum products.
- 28. Paul Connors, of Triumvirate Environmental, supervised the removal of the DiNardi USTs in May 1997. These USTs were in satisfactory condition, with no significant pitting or evidence of leaks. See Affidavit of Paul Connors, (attached hereto as Exhibit D); see also DiNardi Tank Removal/Closure Reports for Permit Numbers 185, 186, and 187 ("Closure Reports," attached hereto as Exhibit E.)
- 29. Mr. Connors observed upon the removal of the DiNardi USTs that there was no evidence of contamination related to heat oil, waste oil, and motor oil. Evidence of past petroleum contamination was present, however, indicating that the release was attributed to the Shell USTs. See Exhibit D.
- 30. The DiNardi USTs were properly transported to James G. Grant, Co., an approved disposal Site. See Exhibit E.
- 31. The Phase I Report further supports Mr. Connor's observations by stating that the "tanks [DiNardi Tanks]...were removed without incident in 1997."
- 32. Pinto has expended monies related to the Release at the Property, including, inter alia, retaining consultants to prepare the following reports: Phase I

Report; Phase II and III Report; Phase IV – Remedy Implementation Plan
Comprehensive Remedial Action Report, November 2004; Phase III –
Identification, Evaluation, and Selection of Comprehensive Remedial Action
Alternatives and Phase IV Remedy Implementation Plan Comprehensive
Remedial Action Report Addendum, February 2006; Phase II –
Comprehensive Site Assessment Supplemental Addendum and Revised Phase
IV Implementation Plan, July 2007; Phase IV – Final Inspection Report and
Phase IV Completion Statement, June 2008; and Phase V – Status Report No.
1 and Remedy Operation Status Submittal.

- 33. Pinto has expended and continues to expend money in order to undertake appropriate and necessary response actions as described above, including investigating the sources of the release to determine its origins; identifying potentially responsible parties; retaining environmental experts; retaining legal advice; and provided various notices and information to DEP.
- 34. The total costs that Pinto expended for the Property thus far and expects to expend amount to approximately \$282,795.
- 35. On February 10, 2009, Pinto sent a demand letter pursuant Chapter 21E, §4A to Shell demanding full contribution and reimbursement for addressing the releases at the Property.
- 36. Pinto conferred in good faith with Shell in an attempt to resolve this dispute, however, no settlement was reached.

## Count I Violation of G.L.c. 21E, § 5 (Damages)

(Against all Defendants)

- 37. Pinto realleges and reincorporates by reference the allegations of Paragraphs 1 through 36 as if fully set forth herein.
- 38. The Property is a "site" within the meaning of Chapter 21E, §2.
- 39. Defendants are "persons" as this term is defined in Chapter 21E, §2.
- 40. Defendants are persons "who otherwise caused or [are] legally responsible for a release or threat of release of oil or hazardous materials" from the Property, within the meaning of Chapter 21E, § 5(a) and 5(a)(1), as indicated in the allegations of this Verified Complaint.
- 41. Pinto conferred in good faith with Shell in an effort to resolve all disputes between them. Shell refused to pay any amount to Pinto for its damages.
- 42. Pursuant to Chapter 21E, § 5, Defendants are liable to Pinto for the damages it has incurred and will continue to incur at the Property.
- 43. Pursuant to Chapter 21E, §§4A(d) and 15, Defendants are liable to Pinto for its attorneys' and expert witness fees and litigation costs.

# <u>Count II</u> <u>Violation of G.L.c. 21E, §4 (Response Costs)</u> (Against all Defendants)

- 44. Pinto realleges and reincorporates by reference the allegations of Paragraphs 1 through 43 as if fully set forth herein.
- 45. Chapter 21E, § 4 provides that "any person who undertakes a necessary and appropriate response action due to a release of oil or hazardous material shall be entitled to reimbursement from any other person liable for such release or

threat of release." Chapter 21E, § 4 further provides that any person (other than the DEP) who "has undertaken, is undertaking, or intends to undertake a necessary and appropriate response action or who reasonably believes that he might be liable pursuant to section 5 may notify any person he reasonably believes is liable under section 5... of the notifier's intent relating to the taking of any response action" and what the notifier seeks from the person to whom the notice is sent, including contribution, reimbursement or payment of any equitable share of the costs of a response action or other liability pursuant to the provisions of Chapter 21E.

- 46. Pinto adhered to the notice procedures set forth in Chapter 21E, §4A by forwarding a 4A demand letter to Shell via certified mail, return-receipt requested on February 10, 2009.
- 47. As a result of the release, Pinto has incurred and will continue to incur reasonably and necessary assessment, containment, remediation, removal, and other response costs, within the meaning of Chapter 21E, §4, consistent with the Massachusetts Contingency Plan, 319 CMR 40.000.
- 48. At varying times in the spring and summer of 2009, Pinto conferred in good faith with Shell in an effort to resolve all disputes between them. Shell has refused to provide reasonable contribution, reimbursement, or an equitable share of Pinto's response costs.
- 49. Pursuant to Chapter 21E, §§ 4 and 5(a)(5), Defendants are liable to Pinto for its response costs incurred and to be incurred at the Site.

50. Pursuant to Chapter 21E, §§4A(d) and 15, Defendants are liable to Pinto for its attorneys' and expert witnesses' fees and litigation costs.

#### Pravers for Relief

#### WHEREFORE, the Plaintiff requests that the Court:

- Declare that the Defendants are legally responsible for the release at the Site; for the reasonable costs of the Plaintiff's response actions to assess, contain, and remove the contamination; and for the Plaintiff's damages;
- To award the Plaintiff compensatory damages in an amount equal to the damage it
  has incurred and suffered to its real and personal property, including, but not
  limited to, the loss of the use of the Site and its diminution in value;
- To award the Plaintiff an amount equal to the costs it has incurred and will
  continue to incur for the assessment, containment, and removal of hazardous
  materials from the Site;
- 4. To award the Plaintiff its costs of suit, including attorneys' and expert witnesses' fees;
- 5. To award the Plaintiff interest; and to fashion such other and further relief as the Court deems just and proper. The Plaintiff hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

D.A.P., LLP d/b/a PINTO REAL

ESTATE \

By its attorneys,

George F. Hailer, BBO #554793

ghailer@lawson-weitzen.com

LAWSON & WEITZEN, LLP

88 Black Falcon Avenue, Suite 345

Boston, MA 02210

(617) 439-4990

Dated: December 14, 2010

#### VERIFICATION

I, Antonio L. Pinto, declare under the pains and penalties of perjury that I reside at 100 Medway Road, Milford; Massachusetts 01757, that I have read the foregoing complaint and know the contents thereof and I declare that the contents thereof are true and of my own knowledge except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 21 DAY OF OCTOBER, 2010.

Antonio L. Pinto

D.A.P. LLP d/b/a Pinto Real Estate



		URT OF MASSACHUSETTS	
CIVIL ACTION COVER SHEET		COURT DEPARTMENT	
	COUNTY	WORCESTER	
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Type Plaintiff's Attorney name, Add Phone Number and E			Attorney Name, Address, City/State/Zip Phone Number (If Known)
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# CIVIL ACTION COVER SHEET INSTRUCTIONS SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

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#### \* REAL PROPERTY

#### MISCELLANEOUS

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TORT  B03 Motor Vehicle Negligence (F) personal injury/property damage  B04 Other Negligence (F) personal injury/property damage  B05 Products Liability (A) B06 Malpractice-Medical. (A) B07 Malpractice-Medical. (A) B08 Wrongful Death, G.L. c.229, s.2A (A) B15 Defarmation (Libel-Slander) (A) B15 Defarmation (Libel-Slander) (A) B16 Environmental (F) B17 Environmental (F) B18 Environmental (F) B20 Contribution or Indemnification (F) B21 Environmental (F) B22 Employment Discrimination (F) B33 Motor Vehicle Negligence (F) D04 Reach and Apply (F) D05 Performance of Contract (A) B06 Contribution or Indemnification (F) D07 Imposition of a Trust (A) D08 Contribution or Indemnification (F) D08 Contribution or Indemnification (F) D09 Contribution or Indemnification (F) D09 A Trust (A) D09 Accounting (A) D09 Dissolution of Partnership (F) D10 Accounting (F) D11 Dissolution of Partnership (F) D12 Dissolution of Partnership (F) D13 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D10 Accounting (F) D11 Dissolution of Partnership (F) D12 Dissolution of Partnership (F) D13 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D10 Accounting (F) D11 Dissolution of Indemnification (F) D12 Contribution or Indemnification (F) D13 Accounting (A) D14 G.L. c. 123A, s. 12 (SDP Commitment) (X) D15 G.L. c. 123A, s. 12 (SDP Commitment) (X) D16 G.L. c. 123A, s. 12 (SDP Commitment) (X) D17 Imposition of a Trust (A) D18 Accounting (A) D19 Dissolution of Partnership (F) D19 Dissolution of Partnership (F) D10 Accounting (A) D11 Accounting (A) D12 Dissolution of Partnership (F) D13 Declaratory Judgment G.L. c. 231A (A) D19 Dissolution of Partnership (F) D12 Dissolution of Partnership (F) D13 Declaratory Judgment G.L. c. 231A (A) D19 Dissolution of Partnership (F) D19 Dissolution of	1				POLITABLE DEMENIES		1	G.L. c. 149, ss. 29, 29a	(A)
D02   Reach and Apply   D03   Reach and Apply				D04		(A)	E11	Worker's Compensation	(X)
B03 Motor Vehicle Negligence   F   personal injury/property damage   B04 Other Negligence   F   personal injury/property damage   B05 Products Liability   CA   D08 Minority Stockholder's Sult   CA   D10 Accounting   CF   Civil Rights Act, G.L. c.12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil Rights Act, G.L. c. 12, s. 11H   CA   Civil	1	TORT					E12	G.L.c.123A, s.12 (SDP Commitment)	(X)
personal injury/property damage  Other Negligence- personal injury/property damage  Bot Other Negligence- personal injury/property damage  Other (Specify)  D07 Imposition of a Trust  (A) D08 Minority Stockholder's Sult  (A) D10 Accounting  Other (Specify)  D11 Dissolution of Partnership  D12 Dissolution of Partnership  D13 Declaratory Judgment G.L. c. 231A  (A) D15 Declaratory Judgment G.L. c. 231A  (A) D16 Minority Stockholder's Sult  (A) D17 English Stockholder's Sult  (A) D18 Minority Stockholder's Sult  (A) D19 Dissolution of Partnership  D11 Dissolution of Partnership  D12 Dissolution of Partnership  D13 Declaratory Judgment G.L. c. 231A  (A) D16 Foreign Discovery Proceeding  (X) E18 Foreign Discovery Proceeding  (X) E19 Sex Offender Registry G.L. c. 178M,  S. 6 E25 Plural Registry (Asbestos cases)  Forfeiture G.L. c. 94C, s. 47  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Foreign Discovery Proceeding  (X) E19 Sex Offender Registry G.L. c. 178M,  S. 6 E25 Plural Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry G.L. c. 178M,  S. 6 E25 Plural Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry (Asbestos cases)  Foreign Discovery Proceeding  (X) E19 Sex Offender Registry  Sex Offender Regist				1 -			E14	G.L. c. 123A, s. 9 (SDP Petition)	
DOB Minority Stockholder's Sult (A) D10 Accounting (A) D12 Dissolution of Partnership (F) D13 Declaratory Judgment G.L. c. 231A (A) D15 Personal Injury/specific Grant (A) D15 Personal Injury/specific Grant (A) D15 Accounting (A) D15 Declaratory Judgment G.L. c. 231A (A) D16 Minority Stockholder's Sult (A) D17 Dissolution of Partnership (F) D18 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D18 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D18 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D19 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D19 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (F) D19 Declaratory Judgment G.L. c. 231A (A) D19 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) Sex Offender Registry G.L. c. 178M, s. 6 Pilural Registry (Asbestos cases) E19 Prisoner Cases (F) D19 Declaratory Judgment G.L. c. 231A (A) D19 Other (Specify) (X) D1				D07	Imposition of a Trust		E15	Abuse Petition, G. L. c. 209A	(X)
personal Injury-slip & fall (F) B20 Personal Injury-slip & fall (F) B21 Environmental (F) B22 Employment Discrimination (F) B23 Products Liability (A) B24 Counting (A) B25 Products Liability (A) B26 Malpractice-Medical. (A) B27 Malpractice-Medical. (A) B28 Wrongful Death, G.L. c.229, s.24 (A) B29 Other (Specify) (A) B20 Personal Injury-slip & fall (F) B21 Environmental (F) B22 Employment Discrimination (F) B23 Other (Specify) (F)				D08	Minority Stockholder's Sult	(A)	E16	Auto Surcharge Appeal	, ,
Both Malpractice-Medical. (A) D13 Declaratory Judgment G.L. c. 231A (A) D89 Other (Specify) (A) D99 Other (Specify) (A) D99 Other (Specify) (A) D99 Other (Specify) (B18 Foreign Discovery Proceeding (X) Sex Offender Registry G.L. c. 178M, s. 6 Plural Registry (Asbestos cases) E95 Prisoner Cases (F) E96 Prisoner Cases (F) E97 Prisoner Cases (F) E97 Prisoner Habeas Corpus (X) E99 Other (Specify) (X) E99 Other (Specify) (X)				D10	Accounting	(A)		,	
Bot Malpractice-Notice (Specify) (A) Both Wrongful Death, G.L. c. 229, s.24 (A) B15 Defamation (Libel-Slander) (A) B15 Defamation (Libel-Slander) (A) B16 Personal Injury- slip & fall (F) B21 Environmental (F) B22 Employment Discrimination (F) B23 Other (Specify) (F) B24 Other (Specify) (F)	1	•		012	Dissolution of Partnership	(F)	1		
8.6 Wrongful Death, G.L. c-229, s.2A (A) B15 Defamation (Libel-Slander) (A) B15 Defamation (Libel-Slander) (A) B16 Asbestos (A) B17 Asbestos (A) B28 Personal Injury- slip & fall (F) B29 Personal Injury- slip & fall (F) B21 Environmental (F) B22 Employment Discrimination (F) B23 Other (Specify) (F)	B06	Malpractice-Medical.	(A)	D13	Declaratory Judgment G.L. c. 231A		ŀ	-	(~)
B15 Defamation (Libel-Slander) (A) B15 Defamation (Libel-Slander) (A) B19 Asbestos (A) B20 Personal Injury- slip & fall (F) B21 Environmental (F) B22 Employment Discrimination (F) B23 Employment Discrimination (F) B24 Employment Discrimination (F) B25 Plural Registry (Asbestos cases) F50 Forfeiture G.L c. 94C, s. 47 (F) E96 Prisoner Cases (F) E97 Prisoner Habeas Corpus (X) E98 Other (Specify) (X)	B07	Malpractice-Other (Specify)	(A)	D99	Other (Specify)	(F)	E19		023
B19 Asbestos (A) B20 Personal Injury- slip & fall (F) B21 Environmental (F) B22 Employment Discrimination (F) B29 Other (Specify) (F)	B08	Wrongful Death, G.L. c.229, s.2A	(A)						(A)
B20 Personal Injury- slip & fell (F) B21 Environmental (F) B22 Employment Discrimination (F) B23 Employment Discrimination (F) B24 Environmental (F) B25 Employment Discrimination (F) B26 Prisoner Cases (F) E97 Prisoner Habeas Corpus (X) E98 Other (Specify) (X)	B15						1		/C1
B21 Environmental (F) B22 Employment Discrimination (F) B39 Other (Specify) (F)	B19	Asbestos	(A)					•	
B22 Employment Discrimination (F) B99 Other (Specify) (X)					,				
899 Other (Specify) (F)	B21								
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E03 Claims against Commonwealth (A)					٠.,		<b>[</b>		1
	E03	Claims against Commonwealth	(A)				!		}

\*Claims against the Commonwealth or a municipality are type E03, Average Track, cases.

\*\*Claims filed by the Commonwealth pursuant to G L c 94C, s 47 Forfeiture cases are type
E95, Fast track.

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE:

CODE NO. TYPE OF ACTION (SPECIFY)

B03 Motor Vehicle Negligence-Personal Injury

TRACK

IS THIS A JURY CASE?

(F)

[X]Yes []

#### SUPERIOR COURT RULE 29

OUTY OF THE PLAINTIFF. The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

**DUTY OF THE DEFENDANT.** Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.

FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY MAY RESULT IN DISMISSAL OF THIS ACTION.

### Commonwealth of Massachusetts County of Worcester The Superior Court

CIVIL DOCKET # WOCV2010-02679-C Courtroom CtRm 26- 4th (225 Main St., Worcester)

RE: DAP LLP v Shell Oil Products Company LLC et al

TO:

George F Hailer, Esquire Lawson & Weitzen 88 Black Falcon Avenue Suite 345 Boston, MA 02210-2414

#### SCHEDULING ORDER FOR F TRACK

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated, and case shall be resolved and judgment shall issue 12/04/2013.

STAGES OF LITIGATION DEADLINES

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court	03/20/2011	03/20/2011	
Response to the complaint filed (also see MRCP 12)		04/19/2011	
All motions under MRCP 12, 19, and 20	04/19/2011	05/19/2011	06/18/2011
All motions under MRCP 15	02/13/2012	03/14/2012	03/14/2012
All discovery requests and depositions served and non- expert depositions completed	12/09/2012		
All motions under MRCP 56	01/08/2013	02/07/2013	
Final pre-trial conference held and/or firm trial date set		· ·	06/07/2013
Case shall be resolved and judgment shall issue by 12/04/2013			12/04/2013

- The final pre-trial deadline is not the scheduled date of the conference.
- You will be notified of that date at a later time.
- Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return
  of service.

Dated: 12/21/2010 Telephone: 508-831-2358 (Session-Clerk) or 508-83	31-2347	•	Dennis P. McManus, Esq. Clerk of the Court
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Response to the compatition (also see Mean 12)	1	64.182.0.1	e mer - physioleophia nation (c. conserving to the first first
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Disabled individuals who need handicap accommodations should contact the Administrative Office of the Superior Court at (617) 788-8130 —Check website as to status of case: http://ma-trialcourts.org/tcic 1583747 indice01 fregool